

ASSURED SHORTHOLD TENANCY

AGREEMENT

For letting a dwelling on an Assured Shorthold Tenancy
under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens' Advice Bureau.

This agreement is made the 27th day of October 2018

1 Particulars

1.1 Parties

1.1.1 The Landlord

Claire Ellen Frangou and Emily Kate Parker as Executors to the Estate of the Late Timothy Parker
Contact Address 208 Wilmslow Road, Fallowfield, Manchester M14 6LF
Contact Telephone number 0161 256 2500
Contact Fax number 0161 257 2379
Contact Email address info@aroundtownflats.com

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

1.1.2 The Tenant

Current Address

Mr Adam Hussain 16 Millhaven Close Romford Essex RM6 4PL
Tel 07592878674 Email adam352@hotmail.com
Mr Saqib Mahmood 25 Eagle Way Huntingdon Cambs PE29 1ZA
Tel 07462539379 Email saqibb.mahmood@gmail.com
Mr Alberto Tavares 21 Thongsley Huntingdon Cambs PE29 1NU
Tel 07713681197 Email tavares1417@gmail.com

Post Tenancy Address where different from Current Address

Tenant 1:
Tenant 2:
Tenant 3:

1.1.3 Relevant Person

Under the Housing Act 2004 any person or body that provides the tenancy deposit for an assured shorthold tenancy is called a Relevant Person. For this tenancy there is no Relevant Person as the Deposit is provided by either the Tenant or Guarantor unless stated in clause 1.1.3.1.

1.1.3.1 The Relevant Person for

Tenant 1 is:
Contact Address
Contact Telephone number
Contact Email address

1.1.4 The Guarantor

In respect of Tenant 1: Mr Shokeer Hussain 25 Lansdowne Road London E17 8QT
Contact Telephone number 07984425510
Contact Email address shokshussain@msn.com
In respect of Tenant 2: Mr Tayyab Mahmood 25 Eagle Way Huntingdon Cambs PE29 1ZA
Contact Telephone number 07863546904
Contact Email address hvstore@hotmail.co.uk

In respect of Tenant 3: Mr Arlindo Homerco Co 10 Silver Birch Close Huntingdon Cambs PE29 7BW
Contact Telephone number 07877938624
Contact Email address tavares1417@gmail.com

Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

The parties listed agree that the Landlord or the Landlord's Agent may provide their name, address and other contact details to third parties including, but not limited to, the Landlord, contractors, referencing companies, The Property Ombudsman, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

1.2 The Landlord's Agent

The "Landlord's Agent" shall mean Around Town Flats, 208 Wilmslow Road, Fallowfield, Manchester M14 6LF (info@aroundtownflats.com) or such other agents as the Landlord may from time to time appoint.

1.3 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.4 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum right of occupancy of six months).

1.5 Property

- 1.5.1 The property situated at and being 35 Derby Road Fallowfield Manchester M14 6UX, together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.6 Term

- 1.6.1 The Term shall be from and including 27/10/2018 to and including 31/07/2019 and then the tenancy continues as a monthly contractual periodic until ended following either party giving Notice. Please see paragraph 2.5 as it contains important information about what you must do to end the tenancy.
- 1.6.2 The "Term" is to include any periodic continuation of the tenancy beyond the fixed term.

1.7 Rent

- 1.7.1 The Rent shall be £1,000.00 per calendar month payable in advance.
- 1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord by banker's standing order or such other method as the Landlord shall require.
- 1.7.3 The first payment being due on or prior to the date of taking possession.
- 1.7.4 Thereafter the "Rent Due Date" will be the first day of each month during the Term of this Agreement.
- 1.7.5 Overdue rental payments will be subject to interest at the rate of 6% per annum calculated from the date the payment was due up until the date payment is received.
- 1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 1.7.7 It is agreed that if the Landlord or Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.
- 1.7.8 Rent Increase
- 1.7.8.1 If for any reason the Tenant remains in possession of the Property, or the lawful tenant of the Property, for more than 12 months, then the Rent will increase once each year.
- 1.7.8.2 The first increase will be the first Rent Due Date more than 363 days after the commencement date.
- 1.7.8.3 Subsequent increases will be on the first Rent Due Date more than 363 days since the last rent increase.
- 1.7.8.4 In clauses 1.7.8.2 and 1.7.8.3 the Rent will increase by the amount stated for the annual increase in the CPI index (Consumer Prices Index as quoted by the Office of National Statistics) as quoted for the month two months prior to the month of the increase. Regardless of CPI amount of the rent increase will be subject to a minimum increase of 2%.
- 1.7.8.5 Not applying the rent increase at the first Rent Due Date more than 363 days after the commencement date or last rent increase date will not then prevent the Landlord applying an increase on any future Rent Due Date.
- 1.7.8.6 In clause 1.7.8.5 the Rent will increase by the amount of the increase in the CPI (Consumer Price Index) from two months before the start of the tenancy or the last increase, whichever is the later, to the month two months



prior to the month of the increase. Regardless of CPI, the amount of the rent increase will be subject to a minimum of 2% for each complete year since the last rent increase.

- 1.7.8.7 The reviewed Rent in clauses 1.7.8.2, 1.7.8.3 or 1.7.8.6 will not be reduced below the figure payable immediately before that review.

1.8 Deposit

- 1.8.1 The Deposit of £1,153.00 will be paid by the Tenant.
- 1.8.2 The Deposit will be paid to the Landlord's Agent.
- 1.8.3 The Landlord's Agent will not pay interest on the Deposit.
- 1.8.4 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.
- 1.8.5 Subject to the Tenancy Deposit Protection scheme rules, the Deposit will be refunded within 10 days, less any deductions, once the following have been completed:
- 1.8.5.1 the tenancy has ended and possession of the Property has been returned to the Landlord and
 - 1.8.5.2 all keys have been returned to the Landlord and
 - 1.8.5.3 both parties have confirmed their acceptance of any Deposit deductions and
 - 1.8.5.4 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.
- 1.8.6 The Deposit is not transferable by the Tenant in any way.
- 1.8.7 The Deposit will be protected by The Deposit Protection Service (The DPS) in accordance with the Custodial Terms and Conditions of The DPS. The Terms and Conditions and alternative dispute resolution rules governing the protection of the Deposit, including the repayment process are attached and can be found at www.depositprotection.com.
- 1.8.8 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord the further amount, within 14 days of the request being made.
- 1.8.9 The Landlord's Agent will keep the interest for any amount of the Deposit not refunded to the Tenant.
- 1.8.10 The Deposit will be refunded, less any deductions, to any one of the parties forming the Tenant and this will be considered a full refund. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves.
- 1.8.11 Where the Landlord has more than one reason to claim against the Deposit, the Landlord, acting reasonably, may choose the allocation of the Deposit against those claims.

1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

2 Legal Notices

2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as in clause 1.1.1 of this agreement. An address within England and Wales for service of notices is as in clause 2.2.

2.2 Section 48

Until you are informed in writing to the contrary notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of notices (including notices in proceedings) is as follows:

c/o Around Town Flats, 208 Wilmslow Road, Fallowfield, Manchester M14 6LF

If the Tenant wishes to serve notice to end the tenancy this is the address to which it must be sent.

2.3 Notice service

- 2.3.1 Any notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
- 2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or
 - 2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.

2.3.2 Any notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:

2.3.2.1 left at the Landlord's Address during the Term only or the last known address of the Landlord at any time or

2.3.2.2 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2 or

2.3.2.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.

2.3.3 If any notice or other document is left at the Property or Landlord's address, service shall be deemed to have been on the day it was left.

2.3.4 If any notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Post and Notices Received

2.4.1 The Tenant agrees to forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord without delay. If a relevant Local Authority gives notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

2.5 Break Clause

2.5.1 This agreement creates a single tenancy that starts with a fixed term and then becomes periodic. This would normally guarantee both parties the rights and obligations for the fixed term and a minimum of one period. The following two clauses allow either party to terminate the agreement earlier than that date, but not before the end of the fixed term (the date quoted in 1.6.1 as "to and including (date)").

2.5.2 The Landlord may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.

2.5.3 The Tenant may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Landlord at least one month's written notice stating that the Tenant wishes to vacate the Property. A letter will suffice to implement this sub-clause. While the tenancy is periodic the one month's written notice must expire the day before a Rent Due Date.

2.6 Unspent Convictions

2.6.1 The Tenant agrees to notify the Landlord of any convictions during the Term of this tenancy so that the Landlord can appropriately notify the insurance company.

3 Possession

3.1 Without prejudice to the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:

3.1.1 the Rent or any part of it is in arrears, whether formally demanded or not,

3.1.2 the Tenant is in breach of any of the obligations under this agreement,

3.1.3 any of the grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement),

3.1.4 a notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),

Tenants who are unsure of their rights should seek advice.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

4.1.1 Pay the Rent on the day and in the manner specified.

4.1.2 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges, including any Green Deal cost) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.

- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents. The Landlord is not responsible for any connection charges for services such as gas, electricity, water, telephone if the services are not currently connected.
- 4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless and until the tenancy is lawfully terminated. This includes refunding the Landlord any charge levied against the Landlord in respect of the Property.
- 4.1.5 Pay a fee of £25 including VAT being the reasonable costs of the Landlord for each individual letter the Landlord, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.
- 4.1.6 Pay a charge of £20 including VAT to the Landlord for any payment presented to the Landlord bank but returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails.
- 4.1.7 Notify the relevant authorities and arrange and pay final accounts on possession being returned to the Landlord.
- 4.1.8 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
- 4.1.9 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.
- 4.1.10 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.
- 4.1.11 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and woodboring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 4.1.12 Pay any costs incurred by the Landlord if, contrary to the terms of this agreement, the Tenant permits the Property to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, uses the property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people, of any age, to live in the property. Those allowed to live in the property are specified in clause 1.1.2.
- 4.1.13 Pay the full costs of any action taken for breach of contract or possession of the property, including court fees and all other associated costs, limited only if the court set an amount this is reclaimable.
- 4.1.14 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter, or inappropriate or unauthorised use of any appliances), the Tenant agrees to be responsible for the reasonable costs of the contractor's visit.
- 4.1.15 Where the Tenant agrees an appointment for a contractor to visit, the Tenant agrees to pay any costs incurred if they fail to keep that contractor appointment.

4.2 Repairs

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.
- 4.2.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- 4.2.6 Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance the Tenant agrees to sweep the chimney as often as needed.
- 4.2.7 Promptly provide a Police Crime Reference Number in the event of forcible entry without which reference the Landlord will not pay for the repair of any damage caused to the Property including that of broken glass and replacement locks.
- 4.2.8 The Tenant agrees to test all smoke and carbon monoxide alarms on a weekly basis, to clean the alarms on a three month basis and to replace replaceable batteries as and when necessary.

4.3 The Property

- 4.3.1 Promptly notify the Landlord in writing by letter to the address in paragraph 2.2 or by email to the address in paragraph 1.2, when the Tenant becomes aware of:
 - 4.3.1.1 any defect, damage or want of repair in the Property, including any shared rights of access, stairways, communal parts, paths and drives, other than such as the Tenant is liable to repair in 4.2.1 above,
 - 4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property, and forward copies of them without unreasonable delay.

- 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- ~~4.3.2~~ Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in the manner a responsible and conscientious tenant would.
- 4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.
- 4.3.5 Not remove any of the Landlord's possessions from the Property or store them in the cellar or outside the main dwelling.
- 4.3.6 Not exhibit any promotional poster or notice so as to be visible from outside the Property.
- 4.3.7 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.
- 4.3.8 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.
- 4.3.9 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.
- 4.3.10 Not permit any visitor to stay for a period of more than three weeks within any three month period.
- 4.3.11 Permit the Landlord and or his agents or others, after giving 24 hours written notice and at reasonable hours of the daytime, to enter the Property:
 - 4.3.11.1 to view the state and condition and to execute repairs and other works upon the Property or other properties.
 - 4.3.11.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale.
 - 4.3.11.3 to show prospective tenants the Property, during the last month of the Term and to erect a board to indicate that the Property is to let.
- 4.3.12 Where the Landlord or the Landlord's Agent have served a valid written notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.3.13 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.14 Not change the locks (or install additional locks) to any doors in the Property, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent when possession is returned to the Landlord.
- 4.3.15 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms, where provided, as appropriate.
- 4.3.16 Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 4.3.17 Not block ventilators provided in the Property.
- 4.3.18 Report to the Landlord any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.19 Not use any gas appliance that has been declared unsafe by a Gas Safe registered engineer, or disconnected from the supply.
- 4.3.20 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.21 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.22 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.23 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of these obligations.
- 4.3.24 Not keep any vehicle that is not validly licensed for use on the highway, any commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.25 Not prop open any fire doors in the Property except by any built in system that closes them in the event of a fire and not disable or interfere with any self closing mechanism.
- 4.3.26 The Tenant agrees that all improvements, alterations, fixtures and internal finishes and additional services made or installed by the Tenant remain with the Property to the benefit of the Landlord. This does not prevent the Landlord charging for restoring the Property back to the condition it was at the commencement of the tenancy, fair wear and tear accepted.
- 4.3.27 Comply with the control measures contained within the Legionella Risk Assessment given at the commencement of the tenancy and notify the Landlord promptly if such control measures cannot be adhered to.

- 4.3.28 Not keep any cats or dogs on the property. Not keep any other pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.29 Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.30 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.31 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.

4.4 General

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property subject only to the design and construction limitations of the building.
- 4.4.3 Subject to the following sentence, the Tenant shall not carry on any profession, trade or business at the premises, nor allow anyone else to do so. The Tenant shall not carry on a "home business" at the premises as defined by section 43ZA Landlord and Tenant Act 1954 (or as defined by regulations made under that section) without the prior written consent of the Landlord.
- 4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as laid out in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.
- 4.4.8 Forward any correspondence addressed to the Landlord and other Notices, orders and directions affecting the Landlord to the Landlord without delay.
- 4.4.9 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord and a new tenancy agreement drawn up if necessary.
- 4.4.10 Not leave the Property vacant for more than 28 days without providing the Landlord or the Landlords Agent with reasonable notice.
- 4.4.11 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days.
- 4.4.12 Not change the supplier of utility services without approval from the Landlord. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord with the new supplier's details including the Property reference number.
- 4.4.13 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.
- 4.4.14 Not alter the operation of, or disable, the smoke alarms.
- 4.4.15 Be responsible for the maintenance of the burglar alarm.
- 4.4.16 Be responsible for maintenance of the burglar alarm and the smoke alarms including checking the smoke alarms every week and replacing non rechargeable batteries every year.
- 4.4.17 To display at all times a copy of the gas safety certificate, Landlords Agents contact details and where required the relevant Local Authority Licence.
- 4.4.18 The Tenant agrees not to smoke within any buildings on the Property and not to permit their friends, permitted occupiers or visitors to smoke within any buildings on the Property.

4.5 Insurance

- 4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

4.6 End of tenancy

- 4.6.1 Return possession of the Property in the same good clean state and condition as it was originally provided to the tenant, even if this was under a different tenancy agreement, and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during that time (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 4.6.2 Return all keys to the Property to the Landlord's Agent by 12.00 on the last day of the tenancy (or sooner by mutual arrangement).
- 4.6.3 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted) or arrange the washing and cleaning themselves all at their own expense.
- 4.6.4 Leave the oven in the same state of cleanliness as it is listed in the inventory.
- 4.6.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.6 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.
- 4.6.7 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.
- 4.6.8 The Landlord is not liable to compensate the Tenant for any works the Tenant has carried out to the Property, whether carried out with or without the Landlord's consent, unless the consent to do the works specifically included an agreement to compensate the Tenant.

5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure. However, the Landlord is under no obligation to rehouse the Tenant or to pay for alternative accommodation.
- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings or liabilities for damage. This obligation will not override the responsibility of the Tenant to pay for damage they cause to the Property as claiming on insurance will increase the Landlord's premiums.
- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the Tenant.
- 5.8 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
 - 11 (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
 - (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.
- 5.9 The Landlord agrees, where the Property is let as a House in Multiple Occupation within the meaning of the Housing Act 2004 and for which a Local Authority Licence is required, to provide a copy of the Local Authority Licence to the Tenant.
- 5.10 Pay the Tenant's reasonable costs, reasonably incurred and which cannot be mitigated, if the Landlord or the Landlord's Agent fail to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.

6 Housing Benefit

- 6.1 The Tenant agrees that the appropriate authority may discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit, Council Tax or Universal Credit claims made at any time in relation to the renting of the Property.
- 6.2 If the Landlord or Landlord's Agent so requires and the rules allow it, the Tenant consents to any Benefit being paid directly to the Landlord.
- 6.3 The Tenant agrees to refund to the Landlord any Benefit overpayment recovery which is sought from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property, where this creates a shortfall in the money owed to the Landlord.

7 Guarantor

- 7.1 In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord and the Landlord's Agent for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rents or other monies lawfully due.
- 7.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.
- 7.3 The Guarantor agrees to make payments lawfully due under clause 7.1 or 7.2 even after the Tenant has returned possession of the Property to the Landlord.

8 Tenancy Deposit Protection Prescribed Information

- 8.1 The contact details for this scheme are:
The Deposit Protection Service, The Pavillions, Bridgewater Road, Bristol, BS99 6AA
Telephone number: 0330 303 0030
Email: Enquiry forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at www.depositprotection.com
Fax number: None available
- 8.2 Please see the attached custodial Terms and Conditions from The DPS for further information. The information can also be found at www.depositprotection.com.
- 8.3 The Deposit will only be repaid at the end of the tenancy when the conditions in clause 1.8.5 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the Alternative Dispute Resolution service, or on the order of a court.
- 8.4 If either party is not contactable at the end of the tenancy then the other may use the "Statutory Declaration" procedure listed for single claims (i.e. claims by only one party) in Schedule 10 of the Housing Act 2004 as amended. See the attached custodial Terms and Conditions for more information.
- 8.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to the Scheme for the free alternative dispute resolution service or seek a county court order for a judgement on their claim. See the attached custodial Terms and Conditions for more information.
- 8.6 The Scheme offer free dispute resolution for Deposits held by them. The service is provided by the Chartered Institute of Arbitrators (though applications should be made to the Scheme).
- 8.7 The Deposit value is as per clause 1.8.1
- 8.8 The address of the property is as per clause 1.5
- 8.9 The contact details of the Landlord are as per clause 1.1.1
- 8.10 The contact details of the Tenant are as per clause 1.1.2
- 8.11 Information about any Relevant Person is in clause 1.1.3
- 8.12 The reasons for possible deductions from the Deposit are listed in paragraph 1.8.4
- 8.13 The Lead Tenant for this tenancy will be Mr A Hussain.
The parties forming the Tenant declare that the Lead Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Lead Tenant will be binding on all the parties forming the Tenant in this Tenancy Agreement subject to the custodial Terms and Conditions of The DPS.

9. Additional Items

The Tenant should note here if the Landlord has committed to provide any items or services which are not contained in this tenancy agreement.

The Landlord or the Landlord's Agent sign this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord certifies that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord, by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

SIGNATURE(S) OF LANDLORD(S) C. Anle

The Tenant is advised to ensure they have read and understood this agreement before signing it.

The Tenant signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided for the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief.

SIGNATURE(S) OF TENANT(S) Mr. Adam Hussain Alberto Tavares
ABFFF32CD16C465... B040C17C192B4B5... 94CF3565FF544AC...

SIGNATURE OF WITNESS [Signature] OCCUPATION Letting Agent

NAME OF WITNESS Andrew O'Ryan

ADDRESS OF WITNESS 18, 20F Wilbraham Road, M14 6DZ

SIGNATURE OF RELEVANT PERSON

SIGNATURE OF GUARANTOR Mr. Arindo Hameed McShakeer Hussain Taryab Mahmood
B040C17C192B4B5... C7B2E9B37D8A4BE... 522D9A3876A2482...

SIGNATURE OF WITNESS OCCUPATION

NAME OF WITNESS

ADDRESS OF WITNESS

The Deposit Protection Service Custodial Terms and Conditions



- If the other Party completes and returns the Statutory Declaration Notice to us we will receive it within 14 Calendar Days, but does not initiate whether or not to the Dispute being resolved by our Dispute Resolution Service, we shall assume they consent to the use of our Dispute Resolution Service. Both Parties will be informed that the Dispute has been referred to our Dispute Resolution Service as detailed in below.
- We will then forward copies of the:
- Statutory Declaration;
 - Statutory Declaration Notice; and
 - any additional evidence submitted by either Party.
- The Adjudicator (and Adjudicator's decision) will then be made available to the Parties.
- We will release any undisputed amount to the Party or Parties concerned.
- If any evidence submitted by either Party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made. We reserve the right to refuse to pass any evidence to the Adjudicator after the cutoff date for the submission of evidence has passed.
- 20. The Dispute Resolution Service**
- General rules for using our Dispute Resolution Service**
- To use our Dispute Resolution Service, Landlords and Tenants must have completed a repayment form or online repayment request with notification of a Dispute or completed the Statutory Declaration Process. They must consent or be deemed to have consented to our Dispute Resolution Service and confirm that they will be bound by the Decision.
 - If the repayment form or the online repayment request has been completed incorrectly or if any of the mandatory declarations have been struck out, then the Dispute cannot be referred to our Dispute Resolution Service. In this case, we will direct those involved through the Dispute through the courts. As detailed in section 24 below, we will continue to hold the Deposit until we receive a court order instructing us to repay it, or an instruction to repay it signed by both Parties.
 - If you agree to use our Dispute Resolution Service, you may not withdraw your agreement in the future.
 - If either Party does not agree to use our Dispute Resolution Service to resolve the Dispute, they must resolve the matter by agreement or through the courts. The Party refusing to use our service must start the required court proceedings within 6 months of the date of their refusal. If they do not, we may award the disputed amount to the other Party.
 - We will only send Disputes to our Dispute Resolution Service if both the Landlord and Tenant comply with these Terms and Conditions.
 - Use of our Dispute Resolution Service does not remove the duty of one Party to pay to the other any other debts which are due and not subject to a Dispute.
 - Use of our Dispute Resolution Service is free of charge except in circumstances set out in subsection 2 and section 25 below and except as to the Parties' own costs. Each Party must bear any costs they incur through participating in the Dispute Resolution Service. We will not make any award to cover these costs.
 - The Landlord and Tenant agree to resolve the Dispute between themselves at any point during the Adjudication. They must notify us of their agreement to do so by providing an instruction signed by both Parties. We will return the Deposit in accordance with the agreement when we receive the instruction.
 - The Adjudicator can only make a Decision to award up to the value of the Deposit.
 - If either Party does not comply with any of these Terms and Conditions, the Dispute may be referred and the Deposit will be subject to repayment in accordance with these Terms and Conditions.
 - We may decide in our absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate or continue to participate in the Dispute Resolution process.
 - A Dispute must not be the subject of an existing court action.
 - We will not deal with Disputes through the Dispute Resolution Service where, in our reasonable opinion:
 - they relate to matters other than the return of the Deposit; and/or
 - either Party has indicated their intention to issue legal proceedings in respect of any of the issues raised in the Dispute; and/or
 - the issues raised have already been decided upon by a court.
 - The Adjudicator may, in our reasonable opinion:
 - be being pursued in an unreasonable manner;
 - be in breach;
 - be unrealistic; and/or
 - seek to raise matters which were previously decided by a similar dispute resolution process, or matters which in the opinion of the Adjudicator, interfere with the jurisdiction of the Landlord and Tenant to resolve the Dispute.
 - Landlords and Tenants can only make evidence submissions to the Dispute Resolution Team by post to the address set out in section 30, or by email using the dispute@depositprotection.com email address, no later than 11:59:59 p.m. on the day of the previously advised deadline. We will not accept evidence received after this time.
 - If a Dispute relates to a Tenancy that is not an Assured Shorthold Tenancy, we reserve the right to charge the Landlord a fee of £500 plus VAT, or 10% of the Deposit amount, whichever is the greater. Where possible, we will use the fee from any amount awarded to the Landlord as a result of the Decision. If there is no award to the Landlord, or the amount awarded does not cover the fee, the Landlord must pay us within 14 Calendar Days of our request for payment.
 - We reserve the right to reject a request to use our Dispute Resolution Service if the Tenancy is not an Assured Shorthold Tenancy or when the Deposit is £500 or more in amount.
- 21. Repayment Request - Collection of evidence**
- Upon receipt of a duly completed online Deposit repayment submission notification of a Dispute, we will write to both the Landlord and the Tenant, inviting both Parties to submit their evidence in relation to the Dispute. The Landlord and Tenant must ensure that we are in receipt of their evidence within 14 Calendar Days of our invitation being issued. Failure to do so could result in the Deposit being paid to the Party contrary to the Landlord or Tenant's intentions.
 - If the Landlord or Tenant does not wish to submit any additional evidence in support of their claim, the Landlord or Tenant must notify us in writing confirming that they will not be submitting any additional evidence within the 14 Calendar Days of our invitation being issued.
 - If, within 14 Calendar Days of the invitation being issued by us, the Landlord or Tenant

asks to submit any evidence, or in the alternative confirm in writing that they have no additional evidence to submit, we will release the disputed amount to the Party within 10 Calendar Days of the deadline for the Parties' response.

In the event that neither Party complies with the requirements of section c above, we will release any disputed sum to the Tenant.

- 22. Dispute Evidence - the details**
- The Landlord's evidence should include, but is not limited to the following:
 - a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed;
 - the signed check-out inventory and schedule of condition;
 - any other relevant information including photographs, DVDs, correspondence or receipts; and
 - any other relevant information including photographs, DVDs, correspondence or receipts; and
 - a confirmation that they have contacted the Tenant and provide a copy of any correspondence between them, or details of their discussions.
 - The Tenant's evidence should include, but is not limited to the following:
 - the reasons why the Tenant denies that the Landlord is entitled to the disputed amount;
 - any other relevant information including photographs, DVDs, correspondence or receipts; and
 - any photographs or digital evidence should be signed or a statement should be attached signed by the Party providing them, and showing the date on which they were taken.
 - If either Party cannot provide any of the above evidence, they should explain to us why they are unable to do so. We will then exercise our discretion to decide whether to allow the Dispute to proceed to Adjudication.
 - The Named Tenant must complete the Tenant's evidence on behalf of all joint Tenants named on the Tenancy Agreement.
 - Following receipt of each Party's evidence, we may request extra information or clarification.
 - It is the Landlord's sole responsibility to send us a signed, valid Tenancy Agreement. Failure to pass the signed Tenancy Agreement to the Adjudicator, if it does not contain a valid Tenancy Agreement, will still pass the Dispute papers to the Adjudicator. Claims from Landlords who do not provide a valid Tenancy Agreement are likely to fail.

- 23. The Adjudicator**
- Once the deadline has passed for evidence submission, we will provide the following to the Adjudicator:
 - the Landlord's evidence, Statutory Declaration or Statutory Declaration Notice;
 - the Tenant's evidence, Statutory Declaration or Statutory Declaration Notice;
 - any extra evidence from the Landlord and the Tenant;
 - if the Parties submit evidence after the Adjudicator has already reached a Decision, they will not be able to take any further evidence into consideration;
 - Our Adjudicators are fair and unbiased, and make their Decision based solely on the evidence and Forms submitted. You should submit any evidence you feel supports your case when we ask you to. If you do not submit evidence within the required time, the Adjudicator may not be able to consider it when making their Decision.
 - The Adjudicator may:
 - make any necessary enquiries with the Parties if issues or queries arise when reviewing the evidence;
 - carry on with the Adjudication even if either Party does not comply with these Terms and Conditions, or any instruction from the Adjudicator or us;
 - stop the Adjudication if it appears that the Dispute cannot be resolved this way, or if the Parties settle their Dispute before a Decision is made.
 - Except in circumstances set out in section 4 above, the Adjudicator will make a Decision within 28 Calendar Days of receiving the evidence papers from us. The day of receipt will be the Working Day after the papers are sent to the Adjudicator.
 - We will notify the Parties of the Adjudicator's Decision within 2 Working Days of the Decision. The Decision is binding on both Parties and both Parties must comply with it.
 - The Decision cannot be appealed through the Dispute Resolution Service although nothing prevents either Party from pursuing the other through the courts if they disagree with the Decision.
 - We will make any payment to either Party within 10 Calendar Days of the Decision.
 - We will make payments according to the method specified by the relevant Parties.
 - The Adjudicator may take the initiative in ascertaining the facts and the law.
 - The Adjudicator may apply their discretion and judgement to the interpretation of the Tenancy Agreement and the application of the facts.
 - The Adjudicator may correct accidental slips or omissions in Decisions within 30 days of the Decision.

- 24. Court Orders**
- If you obtain a court order against your Landlord or Tenant, we will only release the Deposit if:
 - it refers to the Deposit and/or The DPS as the Scheme administrator; and
 - it specifies how much of the Deposit should be paid to the successful Party.
 - If the court order does not comply with section a above, we will not be able to release the Deposit. In this case, the order must be amended, or a third party debt order must be obtained before we can release the Deposit.

- 25. Costs**
- All aspects of our Custodial Scheme are free to use, except in the following circumstances where fees are charged:
 - for processing a payment to an overseas bank account we charge £25.00; and
 - where we are adjudicating a Dispute relating to a Tenancy that is not an Assured Shorthold Tenancy we reserve the right to charge a fee of £500 plus VAT.

- 26. Confidentiality**
- Anyone involved with an Adjudication must not reveal specific details of the case to people not connected to that Adjudication, unless required to do so.
 - By agreeing to use our Dispute Resolution Service, you give us permission to gather

The Deposit Protection Service Custodial Terms and Conditions



- and keep information about your Dispute. We may use this to publish statistics or case studies, removing any information which may identify any individuals.
- 27. Keeping your data safe**
- The following are data security Terms and Conditions which are specific to our Custodial Scheme:
- If a Landlord requests a Form, we will ask for their Landlord ID and Deposit ID so we can process their query.
 - If a Tenant requests a Form, we will ask for their Deposit ID so we can process their query.
 - In order to meet data protection obligations, we need access to provide proof of their identity. This means callers will need to answer some questions about their account. If callers can't give us the right answers, we will have to end the call.
- 28. Liability**
- We will take reasonable care in operating our service, and we will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of our negligence, willful default or fraud. The DPS will not be liable for any losses or expenses suffered or incurred by you as a result of the total amount of the Deposit to which the claim relates and in any event will not exceed £5,000 in aggregate including costs and interest.
- We do not accept liability for any indirect or consequential loss suffered by anybody or for any loss that does not arise as a result of our negligence, willful default or fraud.
 - Neither we nor the Adjudicator are liable for any loss or expense incurred by you in the discharge or purported discharge by the Adjudicator of their functions as Adjudicator unless the act or omission is in bad faith and any employee or agent of the DPS (whether that person is the Adjudicator or otherwise) is similarly protected from liability.
 - In the event that you do not comply with these Terms and Conditions and this results in loss or damage to the DPS, you shall be liable to compensate us for any such loss or damage.
 - Limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
 - You must contact us immediately if you suspect that your password, Landlord ID, Deposit ID or log-in details have been lost, disclosed to, or obtained by, anyone who is unauthorised to have them, and that their integrity is threatened. Until you notify us that it has been compromised, we will assume that any information received in any form, which have been authenticated by your Landlord ID, Deposit ID or your log-in details are genuine and are valid instructions from you and we will act accordingly. We will be liable for all such instructions.
 - Once processed, a Form or online Deposit response is a binding instruction to make payment; you are not entitled to cancel, amend or rescind such an instruction.
 - We are responsible for ensuring that any bank account details entered online for repayment are correct. Once payment has been made we are not obliged to recover funds that have been paid out incorrectly due to incorrect account details being entered online.
- 29. Service Availability**
- The online service will usually be available for use 24 hours a day, every day of the year subject to scheduled down time that will be advertised on the site to users prior to any down time being implemented. However, the service may be temporarily unavailable for a number of reasons, including routine and emergency maintenance, excess demand for the service, failure of the internet and other circumstances beyond our control.
 - We shall not have any liability to you for any non-availability or interruption in the operation of the online service (by part or in full) or for any failure or delay of a communication. It is your responsibility to ensure that any communications are sent in sufficient time to be received within any deadlines.
- 30. Online Security**
- Except where we have been negligent, we do not accept any responsibility for any interception, redirection, corruption, copying, reading, tampering or loss of confidentiality which may take place either once an email message has been sent to us or prior to an email message being received by you or for any losses, claims, damages or expenses which may be suffered or incurred by you as a result of any such interception, redirection, corruption, copying, reading, tampering or loss of confidentiality.
 - We take reasonable care to ensure that electronic communications generated by the online service are free of viruses or other corruption of data. Before opening or using any documents or attachments, you must check them for viruses and defects. Our liability in this respect is limited to re-issuing any affected documents or attachments.
 - You are responsible for ensuring all electronic communications sent by you to us are free from viruses or defects. If a communication from you is found to contain a virus, we shall not be obliged to receive or act upon such communications.
 - We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our control. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots or acts of war, epidemics, governmental regulations superimposed after the fact, communication or line failures, power failures, earthquakes or other disasters.
 - If you are sending an email to us, please ensure your email does not exceed 20 megabytes. Any email received larger than 20 megabytes may not be received.
 - If any information supplied on our website, by our email and/or within our FAQs on the telephone or by post is for guidance only, independent advice should be sought regarding the interpretation of any applicable legislation.
 - You are responsible for keeping any passwords in relation to us secure. We accept no liability for any loss incurred as a result of you not ensuring your passwords are kept as secure as possible.

While your connection to the online service is encrypted you should note that email communications are not necessarily secure and there is always a risk that email messages may be intercepted or tampered with by hackers. For and using this service, you acknowledge that these risks exist and that confidentiality cannot always be assured.

- 31. Privacy Policy**
- The DPS Data Privacy Policy can be viewed by visiting <https://www.depositprotection.com/privacy-policy/> by calling 0330 303 0033 to request a copy.
- 32. Intellectual Property**
- The DPS and the MINELGS shall retain all intellectual property rights in and relating to all methods, formulas, techniques, processes, systems, materials, programs, logos, forms and documentation developed, designed or prepared by or on behalf of The DPS for the purpose of or in connection with its provision of the Scheme and all other Intellectual Property Rights created by or on behalf of The DPS in connection with the Scheme.

- 33. General**
- Unless otherwise detailed in these Terms and Conditions, all Forms will be processed within 4 Working Days of receipt.
 - Unless otherwise detailed in these Terms and Conditions, all time limits will be calculated, as applicable:
 - excluding the day we receive forms or documents; and
 - from the day that we issue forms or documents, regardless of the date they are received or sent by the Parties.
 - Unless correspondence relates to Dispute Resolution, the Statutory Declaration Process, or the repayment of a Deposit, all communications will be sent by first class post.
 - If you are in any doubt as to whether we have received or carried out any of your instructions, you should telephone us immediately on 0330 303 0033.
 - We may determine in our absolute discretion whether anyone has complied with these Terms and Conditions.
 - All Deposits will be held in a designated bank account which we maintain for all parties using the Scheme.
 - From time to time we may change these Terms and Conditions. We will keep you informed about changes with a message on our homepage at www.depositprotection.com and when you log in to use the online service. You can always find our current Terms and Conditions on our website too. If you would send us a copy of our Terms and Conditions or online submissions will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant forms or online submissions are received by us. Our Terms and Conditions can be viewed online at www.depositprotection.com or a paper copy is available on written request.
 - If any part of the terms of these Terms and Conditions proves to be unlawful or unenforceable in any way, this will not affect the validity of the remaining Terms and Conditions in any way.

- If we make any part of these Terms and Conditions once or more than once, each instance would be considered a one-off, or a temporary decision. It will not affect our right to enforce the terms strictly again when we wish to.
- We reserve the right to delay taking action on any particular instruction if we consider that we need to obtain further information or to comply with any legal or regulatory requirements binding on us (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns we may have about the validity or any other matter relating to the instruction.
- We won't do, or refrain from doing, anything which would, or might in our judgment, break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.
- We will not tolerate abusive or offensive behaviour towards staff members. We will not respond to any email or communication which we deem to be abusive or offensive. Any abusive or offensive behaviour towards our Customer Service Representatives will result in the call being terminated immediately.
- We agree to be appointed by a Landlord, in the sole responsibility of the Landlord to complete all due diligence required on the Agent to register their Tenancy's Deposits with The DPS.

- 34. Disputes with The DPS and use of the Custodial Scheme cannot be taken as an indication as to the credibility of the Party.**
- 35. Governing Law**
- These Terms and Conditions are governed by and will be interpreted under the laws of England and Wales. In the event of a Dispute the English courts will have jurisdiction.
- 36. Contact Details**
- The Deposit Protection Service, The Pavilions, Bridgewater Road, Bristol, BS59 6AA.
- To speak to us, call 0330 303 0033.
- To send us an email message, use our online enquiry form. You can find this on the help page of our website.